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DESIGNATION OF A PERMANENT SECRETARIAT AND ARRANGEMENTS FOR ITS FUNCTIONING

HEADQUARTERS AGREEMENT WITH THE GOVERNMENT OF GERMANY

Note by the secretariat

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INTRODUCTION

As anticipated in document ICCD/COP(2)/8, a headquarters agreement, incorporating all documents in the annex to this document, was signed by the Convention secretariat, the Government of Germany and the United Nations on 18 August 1998 and is now submitted to the Conference of the Parties for adoption in accordance with decision 5/COP.1.

Annex

Agreement

between

the Secretariat of the United Nations Convention to Combat Desertification,

the Government of the Federal Republic of Germany

and

the United Nations,

concerning

the Headquarters of the Convention Permanent Secretariat

The United Nations, the Government of the Federal Republic of Germany and the Secretariat of the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa (UNCCD),

Whereas the first session of the Conference of the Parties to the UNCCD (CCD/COP) by its decision 5/COP.1 of 10 October 1997, decided to accept the offer of the Government of the Federal Republic of Germany to host the Secretariat of the United Nations Convention to Combat Desertification (CCD Secretariat);

Whereas in the offer of the Government of the Federal Republic of Germany, it agreed to apply the terms and conditions of the UNV Headquarters Agreement analogously to the Secretariats of the Framework Convention on Climate Change and the Convention to Combat Desertification;

Whereas the CCD/COP, in paragraphs 3 and 4 of decision 3/COP.1 of 10 October 1997, further decided to accept the offer of the Secretary-General of the United Nations on the institutional linkage between the CCD Secretariat and the United Nations;

Whereas the General Assembly, by its resolution 52/198 of 18 December 1997, endorsed the institutional linkage between the CCD Secretariat and the United Nations, as adopted by the CCD/COP in its decision 3/COP.1;

Whereas Article 4 paragraph 3 of the UNV Headquarters Agreement provides that it "may also be made applicable, mutatis mutandis, to other intergovernmental entities, institutionally linked to the United Nations, by agreement among such entities, the Government and the United Nations";

Whereas Article 4 paragraph 2 of the Agreement between the United Nations and the Government of the Federal Republic of Germany concerning the Occupancy and Use of the United Nations Premises in Bonn concluded on 13 February 1996, inter alia, provides that "(t)he United Nations shall make available appropriate space in the Premises to the secretariat of the United Nations Framework Convention on Climate Change ... as well as, subject to availability of space, to other intergovernmental entities institutionally linked to the United Nations";

Whereas the United Nations acknowledges that the offer of the Government of the Federal Republic of Germany to provide, inter alia, premises in Bonn to the CCD Secretariat, free of rent and on a permanent basis, has been accepted by the CCD/COP;

Whereas the CCD Secretariat and the Government of the Federal Republic of Germany intend to make appropriate arrangements specifying the particular elements contained in the latter's offer to host the CCD Secretariat;

Whereas the offer of the Government of the Federal Republic of Germany, as contained in documents A/AC.241/54/Add.2 and A/AC.241/63, inter alia, expresses the interest of the Government of the Federal Republic of Germany in concluding an agreement to host the CCD Secretariat that would ensure the availability of all the necessary facilities in the Federal Republic of Germany to enable the CCD Secretariat to perform its functions;

Whereas the CCD/COP, at its first session held at Rome, Italy in decision 5/COP.1 "encourages the Executive Secretary as a matter of urgency to negotiate a headquarters agreement in an appropriate manner with the Government of the Federal Republic of Germany in accordance with its offer, and upon such terms and conditions as are appropriate and necessary, in consultation with the Secretary-General, and to submit it to the Conference of the Parties for adoption at a subsequent session";

Whereas, in the same decision, the CCD/COP also stresses that with a view to enabling the CCD Secretariat to effectively discharge its functions under the UNCCD, such an agreement should, in particular, reflect the following:

(a) the CCD Secretariat should possess in the host country such legal capacity as is necessary for the effective discharge of its functions under the UNCCD, in particular to contract, to acquire and dispose of movable and immovable property and to institute legal proceedings;

(b) the CCD Secretariat should enjoy in the territory of the host country such privileges and immunities as are necessary for the effective discharge of its functions under the UNCCD;

(c) the representatives of the Parties and Observer States (and regional economic integration organizations) to the UNCCD as well as the officials of the CCD Secretariat should similarly enjoy such privileges and immunities as are necessary for the independent exercise of their functions under the UNCCD;

Whereas the Secretariat's functions referred to in Article 23 of UNCCD are being carried out on an interim basis by the secretariat (referred to as "interim secretariat" in Article 1(e) in this agreement) established by the General Assembly of the United Nations in its Resolution 47/188 of 22 December 1992 and continued by virtue of Decision 4/COP.1 of 10 October 1997 and Resolution 52/198 of 18 December 1997 of the General Assembly of the United Nations;

Desiring to conclude an Agreement regulating matters arising from the applicability, mutatis mutandis, of the UNV Headquarters Agreement to the CCD Secretariat;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of the present Agreement, the following definitions shall apply:

(a) "the UNV Headquarters Agreement" means the Agreement between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme concluded on 12 November 1985, and the Exchange of Notes of the same date between the Administrator of the United Nations Development Programme and the Permanent Representative of Germany to the United Nations concerning the interpretation of certain provisions of the Agreement (the Agreement and Exchange of Notes are appended in the Annex);

(b) "the UNCCD" means the United Nations Convention to Combat Desertification in Those Countries Experiencing Serious Drought and/or Desertification, Particularly in Africa adopted at Paris, France on 17 June 1994;

(c) "the COP/COP" means the Conference of the Parties to the UNCCD, the supreme body of the Convention, under Article 22 thereof;

(d) "the CCD Secretariat" means the Permanent Secretariat established under Article 23 of the UNCCD;

(e) "the Executive Secretary" means the head of the CCD Secretariat appointed by the Secretary-General of the United Nations, after consultation with the Conference of the Parties through its Bureau (decision 4/COP.1, paragraph 4), or, until such appointment takes effect, the head of the interim secretariat;

(f) "officials of the CCD Secretariat" means the Executive Secretary and all members of the staff of the CCD Secretariat, irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates;

(g) "Headquarters" means the premises made available to, occupied and used by the CCD Secretariat in accordance with this Agreement or any other supplementary Agreement with the Government of the Federal Republic of Germany.

ARTICLE 2
PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall regulate matters relating to or arising out of the applicability, mutatis mutandis, of the UNV Headquarters Agreement to the CCD Secretariat.

ARTICLE 3
APPLICATION OF THE UNV HEADQUARTERS AGREEMENTS

1. The UNV Headquarters Agreement shall be applicable, mutatis mutandis, to the CCD Secretariat in accordance with the provisions of the present Agreement.

2. Without prejudice to the provisions in paragraph 1 above, for the purposes of the present Agreement the references to:

(a) "the United Nations", in Article 1(m), in Article 4 paragraph 1, in Article 19 paragraph 2, in Article 23 and Article 28 paragraph 1(a), of the UNV Headquarters Agreement shall be deemed to mean the CCD Secretariat or CCD/COP, as appropriate; and, with respect to Article 19 paragraph 4 of the same Agreement, shall be deemed to mean the United Nations and the CCD Secretariat;

(b) "the UNV" in Article 3 paragraph 1, and in Article 3 (b), (c), 22, 23, 27, 32 and 33 of the UNV Headquarters Agreement, shall be deemed to mean the CCD Secretariat;

(c) "the Executive Coordinator" in Articles 3 (b), 23, 27 paragraph 2 and in Articles 24, 25 and 26 of the UNV Headquarters Agreement, shall be deemed to mean the Executive Secretary;

(d) "the Principal Place of Business" in Article 3 (b), (c) paragraph 1 of the UNV Headquarters Agreement, shall be deemed to include the representatives of Parties and of observer States, inter-governmental organizations, and non-governmental organizations to the UNCCD;

(e) "officials" or "officials of the UNV" in Article 3 and in Article 18 thereof of the UNV Headquarters Agreement, shall be deemed to mean officials of the CCD Secretariat;

(f) "persons" in Articles 24 and 25 of the UNV Headquarters Agreement, shall be deemed to include all persons referred to in the present Agreement, including experts of the CCD Secretariat;

(g) "the Party or Parties" in Article 29 paragraph 3, and in Articles 24 and 26 paragraph 2, of the UNV Headquarters Agreement, shall be deemed to mean the Parties under the present Agreement;

(h) "the Headquarters District" throughout the UNV Headquarters Agreement, shall be deemed to mean the Headquarters of the CCD Secretariat.

3. Without prejudice to the provisions in Article 21 of the UNV Headquarters Agreement, arrangements shall also be made to ensure that visas, entry permits or licenses, where required for persons entering the host country on official business of the UNCCD, are delivered at the port of entry to the Federal Republic of Germany, to those persons who were unable to obtain them elsewhere prior to their arrival.

ARTICLE 4
LEGAL CAPACITY

1. The CCD Secretariat shall possess in the host country the legal capacity:

(a) to contract;

(b) to acquire and dispose of movable and immovable property;

(c) to institute legal proceedings.

2. For the purpose of this Article, the CCD Secretariat shall be represented by the Executive Secretary.

ARTICLE 5
IMMUNITY OF PERSONS ON OFFICIAL BUSINESS OF THE CONVENTION

Without prejudice to the pertinent provisions of the UNV Headquarters Agreement, all persons invited to participate in the official business of the UNCCD shall enjoy immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of their business. They shall also be accorded inviolability for all papers and documents.

ARTICLE 6
FINAL PROVISIONS

1. The provisions of this Agreement shall be complementary to the provisions of the UNV Headquarters Agreement. Insofar as any provision of this Agreement and any provision of the UNV Headquarters Agreement relate to the same subject matter, each of these provisions shall be applicable and neither shall narrow the effect of the other.

2. This Agreement may be amended by mutual consent at any time at the request of any Party to the present Agreement.

3. The present Agreement shall cease to be in force twelve months after any of the Parties gives notice in writing to the others of its decision to terminate the Agreement. This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of activities of the CCD Secretariat in the Federal Republic of Germany and the disposition of its property therein, and the resolution of any dispute between the Parties to the present Agreement.

4. (a) Any bilateral dispute between any two of the Parties concerning the interpretation or application of this Agreement or the regulations of the UNV which cannot be settled amicably shall be submitted, at the request of either Party to the dispute, to an arbitral tribunal, composed of three members. Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman. If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the other Party may request the President of the International Court of Justice to make the necessary appointment. If the two arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment.

(b) Any dispute amongst the three Parties concerning the interpretation or application of this Agreement or the regulations of the UNV which cannot be settled amicably shall be submitted, at the request of any Party to the dispute, to an arbitral tribunal, composed of five members. Each Party shall appoint one arbitrator and the three arbitrators thus appointed shall together appoint fourth and fifth arbitrators and the first three shall jointly designate either the fourth or the fifth arbitrator as Chairman of the arbitral tribunal. If any of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from another party to make such an appointment, such other Party may request the President of the International Court of Justice to make any necessary appointments. If the three arbitrators are unable to reach agreement, in the two months following their appointment, on the choice of the fourth or fifth arbitrator or designation of the Chairman, any Party may invite the President of the International Court of Justice to make any necessary appointments or designation.

(c) The Parties shall draw up a special agreement determining the subject of the dispute. Failing the conclusion of such an agreement within a period of two months from the date on which arbitration was requested, the dispute may be brought before the arbitral tribunal upon the application of any Party. Unless the Parties decide otherwise, the arbitral tribunal shall determine its own procedure. The expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes on the basis of the applicable rules of international law. In the absence of such rules, it shall decide ex aequo et bono. The decision shall be final and binding on the Parties to the dispute, even if rendered in default of one or two of the Parties to the dispute.

5. The provisions of this Agreement shall be applied provisionally as from the date of signature, as appropriate, pending the fulfilment of the formal requirements for its entry into force referred to in paragraph 6 below.

6. This Agreement shall enter into force on the day following the date of receipt of the last of the notifications by which the Parties will have informed each other of the completion of their respective formal requirements.

Done in Bonn, on 18 August 1998, in triplicate, in the German and the English languages, both texts being equally authentic.

For the Secretariat of the
United Nations Convention to Combat Desertification

For the Government of the
Federal Republic of Germany

For the United Nations

Letter from H.E. Mr. Hans-Friedrich von Ploetz, State Secretary
of the Federal Foreign Office, Bonn
to Mr. Hama Arba Diallo, Executive Secretary of the
Convention to Combat Desertification, Geneva

Bonn, 18 August 1998

Mr. Executive Secretary,

I have the honour to refer, on the occasion of the signing of the Agreement between the Government of the Federal Republic of Germany, the United Nations and the Secretariat of the United Nations Convention to Combat Desertification concerning the headquarters of the Convention Permanent Secretariat (hereinafter referred to as "the Agreement"), to the discussions held between the representatives of the Government of the Federal Republic of Germany, the representatives of the United Nations, and the representatives of the Secretariat of the United Nations Convention to Combat Desertification concerning Paragraph 3 of Article 3 of the Agreement and to confirm the following understanding:

"With regard to paragraph 3 of Article 3 of the Agreement, it is understood by the Contracting Parties that in order to enter Germany, the persons mentioned shall, in principle, have to comply, where applicable, with the regular procedure to obtain visas from the German diplomatic missions abroad in accordance with Article 21 of the UNO Headquarters Agreement. This should also be made clear in the letters of invitation distributed by the Secretariat. Reference is made to the fact that in those countries that do not have a German diplomatic mission, the German honorary consuls may be contacted.

In the few instances in which due to unexpected circumstances arising at short notice (e.g. a travel mission to Germany at short notice) it is not possible to obtain a visa abroad, the Secretariat of the UN Convention to Combat Desertification may, in good time, contact the Situation Center of the Border Police Directorate (Grenzschutzdirektion), Postfach 1644, 56016 Koblenz, phone no. 0261-1090, fax no. 0261-379472 or 399475, in order to ensure that an emergency visa is issued at the port of entry. In this case the following information must be provided no later than two hours prior to the person's arrival: surname, first name, nationality, date and place of birth, type and number of travel document, as well as, generally, the point of border crossing, mode of transport, and arrival time. The Situation Center of the Border Police Directorate can be reached 24 hours a day. In the exceptional cases referred to above, the person in question shall carry the letter of invitation from the Secretariat of the UN Convention to Combat Desertification so as to facilitate border formalities.

This exchange of Notes shall be part of the Agreement."

If the United Nations and the Secretariat of the United Nations Convention to Combat Desertification agree to the understanding referred to above, this Note and your affirmative replies in writing shall constitute an Agreement between the Federal Republic of Germany, the United Nations and the Secretariat of the United Nations Convention to Combat Desertification regarding the above-referenced understanding which shall enter into force in accordance with Article 6 of the Agreement.

Please accept, Mr. Executive Secretary, the assurance of my highest consideration.

sgd. Hans-Friedrich von Ploetz

Letter from Mr. Hama Arba Diallo, Executive Secretary of the Convention to Combat Desertification, Geneva to H.E. Mr. Hans-Friedrich von Ploetz, State Secretary of the Federal Foreign Office, Bonn

18 August 1998

Excellency,

I have the honour to acknowledge receipt of your letter of today's date, in which you confirm the understanding concerning the interpretation of paragraph 3 of Article 3 of the Agreement between the United Nations, the Federal Republic of Germany and the secretariat of the United Nations Convention to Combat Desertification which reads as follows:

"I have the honour to refer, on the occasion of the signing of the Agreement between the Government of the Federal Republic of Germany, the United Nations and the Secretariat of the United Nations Convention to Combat Desertification concerning the headquarters of the Convention Permanent Secretariat (hereinafter referred to as "the Agreement"), to the discussions held between the representatives of the Government of the Federal Republic of Germany, the representatives of the United Nations, and the representatives of the Secretariat of the United Nations Convention to Combat Desertification concerning Paragraph 3 of Article 3 of the Agreement and to confirm the following understanding:

"With regard to paragraph 3 of Article 3 of the Agreement, it is understood by the Contracting Parties that in order to enter Germany, the persons mentioned shall, in principle, have to comply, where applicable, with the regular procedure to obtain visas from the German diplomatic missions abroad in accordance with Article 21 of the UNV Headquarters Agreement. This should also be made clear in the letters of invitation distributed by the Secretariat. Reference is made to the fact that in those countries that do not have a German diplomatic mission, the German honorary consuls may be contacted.

In the few instances in which due to unexpected circumstances arising at short notice (e.g. a travel mission to Germany at short notice) it is not possible to obtain a visa abroad, the Secretariat of the UN Convention to Combat Desertification may, in good time, contact the Situation Center of the Border Police Directorate (Grenzschutzdirektion), Postfach 1644, 56016 Koblenz, phone no. 0261-3990, fax no. 0261-399472 or 399475, in order to ensure that an emergency visa is issued at the port of entry. In this case the following information must be provided no later than two hours prior to the person's arrival: surname, first name, nationality, date and place of birth, type and number of travel document, as well as, generally, the point of border crossing, mode of transport, and arrival time. The Situation Center of the Border Police Directorate can be reached 24 hours a day. In the exceptional cases referred to above, the person in question shall carry the letter of invitation from the Secretariat of the UN Convention to Combat Desertification so as to facilitate border formalities.

This exchange of Notes shall be part of the Agreement."

In accordance with your request, I wish to confirm, on behalf of the secretariat of the UN Convention to Combat Desertification, that the understanding set out in your Note is acceptable to the secretariat, and that this exchange of Notes shall constitute part of the Agreement regarding the above-referenced understanding which shall enter into force in accordance with the Article 6 of the Agreement.

Please accept, Excellency, the assurances of my highest consideration.

sgd. Hama Arba Diallo
Executive Secretary

Letter from H.E. Mr. Hans-Friedrich von Ploetz, State Secretary of the Federal Foreign Office, Bonn to H.E. Mr. Kofi Anan, Secretary-General of the United Nations, New York

Bonn, 18 August 1998

Mr. Secretary General,

I have the honour to refer, on the occasion of the signing of the Agreement between the Government of the Federal Republic of Germany, the United Nations and the Secretariat of the United Nations Convention to Combat Desertification concerning the headquarters of the Convention Permanent Secretariat (hereinafter referred to as "the Agreement"), to the discussions held between the representatives of the Government of the Federal Republic of Germany, the representatives of the United Nations, and the representatives of the Secretariat of the United Nations Convention to Combat Desertification concerning Paragraph 3 of Article 3 of the Agreement and to confirm the following understanding:

"With regard to Paragraph 3 of Article 3 of the Agreement, it is understood by the Contracting Parties that in order to enter Germany, the persons mentioned shall, in principle, have to comply, where applicable, with the regular procedure to obtain visas from the German diplomatic missions abroad in accordance with Article 21 of the UNV Headquarters Agreement. This should also be made clear in the letters of invitation distributed by the Secretariat. Reference is made to the fact that in those countries that do not have a German diplomatic mission, the German honorary consuls may be contacted.

In the few instances in which due to unexpected circumstances arising at short notice (e.g. a travel mission to Germany at short notice) it is not possible to obtain a visa abroad, the Secretariat of the UN Convention to Combat Desertification may, in good time, contact the Situation Center at the Border Police Directorate (Grenzschutzdirektion), Postfach 1644, 56016 Koblenz, phone no. 0261-3990, tax no. 0261-399472 or 399479, in order to ensure that an emergency visa is issued at the port of entry. In this case the following information must be provided no later than two hours prior to the person's arrival: surname, first name, nationality, date and place of birth, type and number of travel document as well as, generally, the point of border crossing, mode of transport, and arrival time. The Situation Center of the Border Police Directorate can be reached 24 hours a day. In the exceptional cases referred to above, the person in question shall carry the letter of invitation from the Secretariat of the UN Convention to Combat Desertification so as to facilitate border formalities.

This exchange of Notes shall be part of the Agreement."

If the United Nations and the Secretariat of the United Nations Convention to Combat Desertification agree to the understanding referred to above, this Note and your affirmative replies in writing shall constitute an Agreement between the Federal Republic of Germany, the United Nations and the Secretariat of the United Nations Convention to Combat Desertification regarding the above-referenced understanding which shall enter into force in accordance with Article 8 of the Agreement.

Please accept, Mr. Secretary General, the assurance of my highest consideration.

sgd. Hans-Friedrich von Ploetz

Letter from Ms. Sharon Capeling-Alakija, Executive Coordinator
of the United Nations Volunteers, Bonn
to H.E. Mr. Hans-Friedrich von Ploetz, State Secretary
of the Federal Foreign Office, Bonn

18 August 1998

Excellency,

I have the honour to acknowledge receipt of your letter of today's date in which you confirm the understanding concerning the interpretation of paragraph 3 of Article 3 of the Agreement among the United Nations, the Government of the Federal Republic of Germany and the Secretariat of the United Nations Convention to Combat Desertification concerning the Headquarters of the Convention Permanent Secretariat (hereinafter "the Agreement").

In accordance with your request, I wish to confirm on behalf of the United Nations, that the understanding set out in your letter is acceptable to the United Nations and shall constitute part of the Agreement.

Please accept, Excellency, the assurances of my highest consideration.

Yours sincerely,

sgd. Sharon Capeling-Alakija
Executive Coordinator
United Nations Volunteers

Agreement

between

the United Nations

and

the Federal Republic of Germany

concerning

the Headquarters of the United Nations Volunteers Programme

The United Nations and the Federal Republic of Germany,

Whereas the Executive Board of the United Nations Development Programme, by its decision 95/2 of 10 January 1995, endorsed the proposal of the Secretary-General to accept the offer of the Government of the Federal Republic of Germany to relocate the headquarters of the United Nations Volunteers Programme to Bonn;

Whereas paragraph 1 of Article 105 of the Charter of the United Nations provides that "the organization shall enjoy in the territory of each of its members such privileges and immunities as are necessary for the fulfilment of its purposes";

Whereas the Federal Republic of Germany is a party since 5 November 1980 to the Convention on the Privileges and Immunities of the United Nations;

Whereas the Federal Republic of Germany agrees to ensure the availability of all the necessary facilities to enable the United Nations Volunteers Programme to perform its functions, including its scheduled programmes of work and any related activities;

Desiring to conclude an Agreement regulating matters arising from the establishment of and necessary for the effective discharge of the functions of the United Nations Volunteers Programme in the Federal Republic of Germany;

Have agreed as follows:

ARTICLE 1
DEFINITIONS

For the purpose of the present Agreement, the following definitions shall apply:

(a) "the Parties" means the United Nations and the Federal Republic of Germany;

(b) "the United Nations" means an international organization established under the Charter of the United Nations;

(c) "the Secretary-General" means the Secretary-General of the United Nations;

(d) "the UNV" or "the Programme" means the United Nations Volunteers Programme, a subsidiary organ within the terms of Article 22 of the Charter of the United Nations, established in 1970 by General Assembly resolution 2659 (XXV) of 7 December 1970;

(e) "the Executive Coordinator" means the Executive Coordinator of the United Nations Volunteers Programme;

(f) "the host country" means the Federal Republic of Germany;

(g) "the Government" means the Government of the Federal Republic of Germany;

(h) "the competent authorities" means Bund (federal), Länder (state), or local authorities under the laws, regulations and customs of the Federal Republic of Germany;

(i) "the Headquarters district" means the premises, being the buildings and structures, equipment and other installations and facilities, as well as the surrounding grounds, as specified in the Supplementary Agreement between the United Nations and the Federal Republic of Germany; and any other premises occupied and used by the United Nations in the Federal Republic of Germany, in accordance with this Agreement, or any other supplementary agreement with the Government;

(j) "the representatives of Members" means the representatives of Member States of the United Nations and other States participating in the United Nations Development Programme;

(k) "officials of the Programme" means the Executive Coordinator and all members of the staff of the United Nations Volunteers Programme, irrespective of nationality, with the exception of those who are locally recruited and assigned to hourly rates as provided for in United Nations General Assembly resolution 76(1) of 7 December 1946;

(l) "UN Volunteers" means persons with professional and technical qualifications, other than officials of the Programme, engaged on volunteer terms and conditions by the United Nations Volunteers Programme to provide services within the framework of programmes and projects of the United Nations;

(m) "experts on missions" means persons, other than officials and UN Volunteers, undertaking missions for the United Nations and coming within the scope of Articles VI and VII of the Convention on the Privileges and Immunities of the United Nations;

(n) "Offices of the United Nations" means and includes subsidiary bodies and organizational units of the United Nations;

(o) "the Vienna Convention" means the Vienna Convention on Diplomatic Relations done at Vienna on 18 April 1961, to which the Federal Republic of Germany acceded on 11 November 1964 and which came into force with respect to the Federal Republic of Germany on 11 December 1964;

(p) "the General Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946, to which the Federal Republic of Germany acceded on 5 November 1980.

ARTICLE 2
PURPOSE AND SCOPE OF THE AGREEMENT

This Agreement shall regulate matters relating to or arising out of the establishment and the proper functioning of the UNV in and from the Federal Republic of Germany.

ARTICLE 3
JURIDICAL PERSONALITY AND LEGAL CAPACITY

1. The United Nations, acting through the UNV, a subsidiary organ of the United Nations, shall possess in the host country full juridical personality and the capacity:

(a) to contract;

(b) to acquire and dispose of movable and immovable property;

(c) to institute legal proceedings.

2. For the purpose of this Article, the UNV shall be represented by the Executive Coordinator.

ARTICLE 4
APPLICATION OF THE GENERAL AND VIENNA CONVENTIONS AND OF THE AGREEMENT

1. The General and Vienna Conventions hall apply to the Headquarters district, the United Nations, including UNV, its property, funds and assets, and to persons referred to in this Agreement, as appropriate.

2. This Agreement shall also apply mutatis mutandis to such other Offices of the United Nations as may be located in the Federal Republic of Germany with the consent of the Government;

3. This Agreement may also be made applicable mutatis mutandis to other intergovernmental entities, institutionally linked to the United Nations, by agreement among such entities, the Government and the United Nations.

ARTICLE 5
INVIOLABILITY OF THE HEADQUARTERS DISTRICT

1. The Headquarters district shall be inviolable. The competent authorities shall not enter the Headquarters district to perform any official duty, except with the express consent, or at the request of, the Executive Coordinator. Judicial actions and the service or execution of legal process, including the seizure of private property, cannot be enforced in the Headquarters district except with the consent of and in accordance with conditions approved by the Executive Coordinator.

2. The competent authorities shall take whatever action may be necessary to ensure that the UNV shall not be dispossessed of all or any part of the Headquarters district without the express consent of the United Nations. The property, funds and assets of the UNV, wherever located and by whomsoever held, shall be immune from search, seizure, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

3. In case of fire or other emergency requiring prompt protective action, or in the event that the competent authorities have reasonable cause to believe that such an emergency has occurred or is about to occur in the Headquarters district, the consent of the Executive Coordinator or her/his representative to any necessary entry into the Headquarters district shall be presumed if neither of them can be reached in time.

4. Subject to paragraphs 1, 2 and 3 above, the competent authorities shall take the necessary action to protect the Headquarters district against fire or other emergency.

5. The UNV may expel or exclude persons from the Headquarters district for violation of its regulations.

6. Without prejudice to the provisions of this Agreement, the General Convention and the Vienna Convention, the United Nations shall not allow the Headquarters district to become a refuge from justice for persons against whom a penal judgement had been made or who are pursued flagrante delicto, or against whom a warrant of arrest or an order of extradition, expulsion or deportation has been issued by the competent authorities.

7. Any location in or outside Bonn which may be used temporarily for meetings by the United Nations and other entities referred to in Article 4 above, shall be deemed, with the concurrence of the Government, to be included in the Headquarters district for the duration of such meetings.

ARTICLE 6
LAW AND AUTHORITY IN THE HEADQUARTERS DISTRICT

1. The Headquarters district shall be under the authority and control of the United Nations, as provided in this Agreement.

2. Except as otherwise provided in this Agreement, in the General Convention, or in regulations established by the United Nations applicable to the UNV, the laws and regulations of the host country shall apply in the Headquarters district.

3. The United Nations shall have the power to make regulations to be operative throughout the Headquarters district for the purpose of establishing therein the conditions in all respects necessary for the full execution of its functions. The UNV shall promptly inform the competent authorities of regulations thus enacted in accordance with this paragraph. No Bund (federal), Länder (state) or local law or regulation of the Federal Republic of Germany which is inconsistent with a regulation of the United Nations authorized by this paragraph shall, to the extent of such inconsistency, be applicable within the Headquarters district.

4. Any dispute between the United Nations and the host country, as to whether a regulation of the United Nations is authorized by this Article, or as to whether a law or regulation of the host country is inconsistent with any regulation of the United Nations authorized by this Article, shall be promptly settled by the procedure set out in Article 26. Pending such settlement, the regulation of the United Nations shall apply and the law or regulation of the host country shall be

inapplicable in the Headquarters district to the extent that the United Nations claims it to be inconsistent with its regulation.

ARTICLE 7
INVIOLABILITY OF ARCHIVES AND ALL DOCUMENTS OF THE UNV

All documents, materials and archives, in whatever form, which are made available, belonging to or used by the UNV, wherever located in the host country and by whomsoever held, shall be inviolable.

ARTICLE 8
PROTECTION OF THE HEADQUARTERS DISTRICT AND ITS VICINITY

1. The competent authorities shall exercise due diligence to ensure the security and protection of the Headquarters district and to ensure that the operations of the UNV are not impaired by the intrusion of persons or groups of persons from outside the Headquarters district or by disturbances in its immediate vicinity and shall provide to the Headquarters district the appropriate protection as may be required.

2. If so requested by the Executive Coordinator, the competent authorities shall provide adequate police force necessary for the preservation of law and order in the Headquarters district or in its immediate vicinity, and for the removal of persons therefrom.

ARTICLE 9
FUNDS, ASSETS AND OTHER PROPERTY

1. The UNV, its funds, assets and other property, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process, except insofar as in any particular case the United Nations has expressly waived the immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. The property and assets of the UNV shall be exempt from restrictions, regulations, controls and moratoria of any nature.

3. Without being restricted by financial controls, regulations or moratoria of any kind, the UNV:

(a) may hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) shall be free to transfer its funds, gold or currency from one country to another, or within the host country, to the United Nations or any other agency.

ARTICLE 10
EXEMPTION FROM TAXES, DUTIES, IMPORT AND EXPORT RESTRICTIONS

1. In pursuance of Section 7(a) of Article II of the General Convention, the UNV, its assets, income and other property shall be exempt from all direct taxes. The direct taxes shall, in particular, include, but not be limited to:

(a) income tax (Einkommensteuer);
(b) corporation tax (Körpershaftsteuer);
(c) trade tax (Gewerbesteuer);
(d) property tax (Vermögensteuer);
(e) land tax (Grundsteuer);
(f) land transfer tax (Grunderwerbsteuer);
(g) motor vehicle tax (Kraftfahrzeugsteuer);
(i) insurance tax (Versicherungsteuer).

2. In pursuance of Section 8 of Article II of the General Convention, the UNV shall be exempt from all indirect taxes including value added tax/turnover tax (Umsatzsteuer) and excise duties which form part of the price of important

purchases intended for the official use of the UNV. However it is understood that exemption from mineral oil tax included in the price of petrol, diesel and heating oil and value added tax/turnover tax (Umsatzsteuer) shall take the form of a refund of these taxes to the UNV under the conditions agreed upon with the Government. If the Government enters into an agreement with another international organization setting out a different procedure than that referred to above, this new procedure may also be applicable to the UNV by mutual consent of the Parties.

3. The UNV, its funds, assets and other property shall be exempt from all customs duties, prohibitions and restrictions in respect of articles imported or exported by the UNV for its official use, including motor vehicles. It is understood, however, that articles imported or purchased under such an exemption shall not be sold in the Federal Republic of Germany except under the conditions agreed upon with the Government.

4. The exemptions referred to in paragraphs 1 to 3 shall be applied in accordance with the formal requirements of the host country. The requirements, however, shall not affect the general principle laid down in this Article. It is understood, however, that the UNV shall not claim exemption from taxes and duties which are, in fact, no more than charges for public utility services.

5. The UNV shall also be exempt from all customs duties, prohibitions and restrictions on imports and exports in respect of its publications, audio-visual materials, etc.

ARTICLE 11
PUBLIC AND OTHER SERVICES FOR THE HEADQUARTERS DISTRICT

The Government shall assist the UNV in securing, on fair conditions and upon request of the Executive Coordinator, the public and other services needed by the UNV under the terms and conditions set out in the Supplementary Agreement.

ARTICLE 12
COMMUNICATIONS FACILITIES

1. The UNV shall enjoy, in respect of its official communications and correspondence, treatment not less favourable than that accorded by the Government to any diplomatic mission in matters of establishment and operation, priorities, tariffs, charges on, but not limited to, mail and cablegrams and on teleprinter, facsimile, telephone, electronic data and other communications, as well as rates for information to the press and radio.

2. The official communications and correspondence of the UNV shall be inviolable. No censorship shall be applied to the official correspondence and other official communications of the UNV.

3. The UNV shall have the right to use codes and to dispatch and receive its correspondence by courier or in bags, which shall have the same immunities and privileges as diplomatic couriers and bags.

4. The UNV shall have the right to operate radio and other telecommunications equipment on United Nations registered frequencies and those assigned to it by the Government, between its offices, within and outside the Federal Republic of Germany.

ARTICLE 13
PRIVILEGES AND IMMUNITIES OF THE REPRESENTATIVES OF MEMBERS

1. The representatives of Members who reside in the Federal Republic of Germany and who do not have German nationality or permanent residence status in the Federal Republic of Germany shall enjoy the same privileges and immunities, exemptions and facilities as are accorded to diplomats of comparable rank of diplomatic missions accredited to the Federal Republic of Germany in accordance with the Vienna Convention.

2. The representatives of Members who are not resident in the Federal Republic of Germany shall, in the discharge of their duties and while exercising their

functions, enjoy privileges and immunities as described in Article IV of the General Convention.

ARTICLE 14
PRIVILEGES, IMMUNITIES AND FACILITIES OF OFFICIALS OF THE UNV

1. The officials of the Programme shall, regardless of their nationality, be accorded the privileges and immunities as provided for in Article V and VII of the General Convention. They shall inter alia:

(a) enjoy immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with the UNV;

(b) enjoy exemption from taxation on the salaries and emoluments paid to them by the UNV;

(c) enjoy immunity from national service obligations;

(d) enjoy immunity, together with spouses and relatives dependent on them, from immigration restrictions and alien registration;

(e) be accorded the same privileges in respect of exchange facilities as are accorded to the members of comparable rank of the diplomatic missions established in the host country;

(f) be given, together with spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic agents;

(g) have the right to import free of duties and taxes, except payments for services, their furniture and effects at the time of first taking up their post in the host country.

2. In addition to the provisions of paragraph 1 above, the Executive Coordinator and other officials of P-5 level and above who do not have German nationality or permanent residence status in the host country shall be accorded the privileges, immunities, exemptions and facilities as are accorded by the Government to members of comparable rank of the diplomatic staff of missions accredited to the Government. The name of the Executive Coordinator shall be included in the diplomatic list.

3. The privileges and immunities are granted to officials of the UNV in the interests of the United Nations and not for their personal benefit. The right and the duty to waive the immunity in any particular case, where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

ARTICLE 15
UN VOLUNTEERS

1. The UN Volunteers shall be granted the privileges, immunities and facilities under Sections 17, 18, 20 and 21 of Article V, and Article VII of the General Convention.

2. The privileges and immunities are granted to UN Volunteers in the interests of the United Nations and not for their personal benefit. The right and the duty to waive the immunity in any particular case, where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

ARTICLE 16
EXPERTS ON MISSIONS

1. Experts on missions shall be granted the privileges, immunities and facilities as specified in Articles VI and VII of the General Convention.

2. Experts on missions may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

3. The privileges and immunities are granted to experts on missions in the interests of the United Nations and not for their personal benefit. The right and the duty to waive the immunity of any expert, in any case where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

ARTICLE 17
PERSONNEL RECRUITED LOCALLY AND ASSIGNED TO HOURLY RATES

1. Personnel recruited by the UNV locally and assigned to hourly rates, shall be accorded immunity from legal process in respect of words spoken or written and acts performed by them in their official capacity for the UNV. Such immunity shall continue to be accorded after termination of employment with the UNV. They shall also be accorded such other facilities as may be necessary for the independent exercise of their functions for the UNV. The terms and conditions of their employment shall be in accordance with the relevant United Nations resolutions, decisions, regulations, rules and policies.

2. The immunity from legal process shall be accorded to personnel recruited locally and assigned to hourly rates in the interests of the Untied Nations and not for their personal benefit. The right and the duty to waive the immunity of any such individuals, in any case where it can be waived without prejudice to the interests of the United Nations, shall lie with the Secretary-General.

ARTICLE 18
UNITED NATIONS LAISSEZ-PASSER AND CERTIFICATE

1. The Government shall recognize and accept the United Nations laissez-passer issued by the United Nations as a valid travel document equivalent to a passport.

2. In accordance with the provisions of Section 26 of the General Convention, the Government shall recognize and accept the United Nations certificate issued to persons travelling on the business of the United Nations.

3. The Government further agrees to issue any required visas on the United Nations laissez-passer.

ARTICLE 19
CO-OPERATION WITH THE COMPETENT AUTHORITIES

1. Without prejudice to their privileges and immunities, it is the duty of all persons enjoying such privileges and immunities to respect the laws and regulations of the host country. They also have a duty not to interfere in the internal affairs of the host country.

2. The United Nations shall co-operate at all times with the competent authorities to facilitate the proper administration of justice, secure the observance of police regulations and avoid the occurrence of any abuse in connection with the facilities, privileges and immunities accorded to officials of the UNV referred to in Article 14, and the persons referred to in Articles 15, 16 and 17.

3. If the Government considers that there has been an abuse of the privileges or immunities conferred by this Agreement, consultations will be held between the competent authorities and the Executive Coordinator to determine whether any such abuse has occurred and, if so, to attempt to ensure that no repetition occurs. If such consultations fail to achieve a result satisfactory to the Government and to the United Nations, either Party may submit the question as to whether such an abuse has occurred for resolution in accordance with the provisions on settlement of disputes under Article 26.

ARTICLE 20
NOTIFICATION

The Executive Coordinator shall notify the Government of the names and categories of persons referred to in this Agreement and of any change in their status.

ARTICLE 21
ENTRY INTO, EXIT FROM, MOVEMENT AND
SOJOURN IN THE HOST COUNTRY

All persons referred to in this Agreement as notified, and persons invited on official business, by the Executive Coordinator shall have the right of unimpeded entry into, exit from, free movement and sojourn within the host country. They shall be granted facilities for speedy travel. Visas, entry permits or licenses, where required, shall be granted free of charge and as promptly as possible. The same facilities shall be extended to UNV candidates, if such is requested by the Executive Coordinator. No activity performed by persons referred to above in their official capacity with respect to the UNV shall constitute a reason for preventing their entry into or departure from the territory of the host country or for requiring them to leave such territory.

ARTICLE 22
IDENTIFICATION CARDS

1. At the request of the Executive Coordinator, the Government shall issue identification cards to persons referred to in this Agreement certifying their status under this Agreement.

2. Upon demand of an authorized official of the Government, persons referred to in paragraph 1 above, shall be required to present, but not to surrender, their identification cards.

ARTICLE 23
FLAG, EMBLEM AND MARKINGS

The United Nations shall be entitled to display its flag, emblem and markings on the Headquarters district and on vehicles used for official purposes.

ARTICLE 24
SOCIAL SECURITY

1. The Parties agree that, due to the fact that officials of the United Nations are subject to the United Nations Staff Regulations and Rules, including Article VI thereof which establishes a comprehensive social security scheme, the United Nations and its officials, irrespective of nationality, shall be exempt from the laws of the Federal Republic of Germany on mandatory coverage and compulsory contributions to the social security schemes of the Federal Republic of Germany during their employment with the United Nations.

2. The provisions of paragraph 1 above shall apply mutatis mutandis to the members of the family forming part of the household of persons referred to in paragraph 1 above, unless they are employed or self-employed in the host country or receive German social security benefits.

ARTICLE 25
ACCESS TO THE LABOUR MARKET FOR FAMILY
MEMBERS AND ISSUANCE OF
VISAS AND RESIDENCE PERMITS TO HOUSEHOLD EMPLOYEES

1. Spouses of officials of the Programme whose duty station is in the Federal Republic of Germany, and their children forming part of their household who are under 21 years of age or economically dependent, shall not require a work permit.

2. The Government undertakes to issue visas and residence permits, where required, to household employees of officials of the Programme as speedily as possible; no work permit will be required in such cases.

ARTICLE 26
SETTLEMENT OF DISPUTES

1. The United Nations shall make provisions for appropriate modes of settlement of:

(a) disputes arising out of contracts and other disputes of a private law character to which the UNV is a party;

(b) disputes involving an official of the UNV who, by reason of his or her official position, enjoys immunity, if such immunity has not been waived.

2. Any dispute between the Parties concerning the interpretation or application of this Agreement or the regulations of the UNV, which cannot be settled amicably, shall be submitted, at the request of either Party to the dispute, to an arbitral tribunal, composed of three members. Each Party shall appoint one arbitrator and the two arbitrators thus appointed shall together appoint a third arbitrator as their chairman. If one of the Parties fails to appoint its arbitrator and has not proceeded to do so within two months after an invitation from the other Party to make such an appointment, the other Party may request the President of the International Court of Justice to make the necessary appointment. If the two arbitrators are unable to reach agreement in the two months following their appointment, or the failure of the third arbitrator, either Party may invite the President of the International Court of Justice to make the necessary appointment. The Parties shall draw up a special agreement determining the subject of the dispute, failing that, each of them may bring the dispute by application before the arbitral tribunal. Unless the Parties decide otherwise, the arbitral tribunal shall determine its own procedure. The expenses of the arbitral tribunal shall be borne by the Parties as assessed by the arbitrators. The arbitral tribunal shall reach its decision by a majority of votes on the basis of the applicable rules of international law. In the absence of such rules, it shall decide ex aequo et bono. The decision shall be final and binding on the Parties. The decision shall be executable at the request of one of the Parties to the dispute.

Article 21

Final provisions

1. The provisions of this Agreement shall be complementary to the provisions of the General Convention and the Vienna Convention, the latter Convention only insofar as it is relevant for the diplomatic privileges, immunities and facilities accorded to the appropriate categories of persons referred to in this Agreement. Insofar as any provisions of this Agreement and any provisions of the General Convention and the Vienna Convention relate to the same subject matter, each of those provisions shall be applicable and neither shall narrow the effect of the other.

2. This present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. This Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of the UNV's activities in the Federal Republic of Germany and the disposition of its property therein, and the resolution of any disputes between the Parties.

3. This Agreement may be amended by mutual consent at any time at the request of either Party.

4. The provisions of this Agreement shall be applied provisionally as from the date of signature, as appropriate, pending the fulfilment of the formal requirements for its entry into force referred to in paragraph 5 below.

5. This Agreement shall enter into force on the day following the date of receipt of the last of the notifications by which the Parties will have informed each other of the completion of their respective formal requirements.

Done at New York City, on 10 November 1995, in duplicate in the English and the German languages, both texts being equally authentic.

For the United Nations

James Gustave Speth

For the Federal Republic of Germany

Tono Eitel

Letter from H.E. Prof. Tono Eitel, Permanent Representative
of Germany to the United Nations, New York
to Mr. James Gustave Speth, Administrator of the
United Nations Development Programme, New York

10 November 1995

Mr. Administrator,

I have the honour to refer, on the occasion of the signing of the Agreement between the Federal Republic of Germany and the United Nations concerning the Headquarters of the United Nations Volunteers Programme (hereinafter referred to as "the Agreement") to the discussions held between the representatives of the Government of the Federal Republic of Germany and the representatives of the United Nations concerning the interpretation of certain provisions of the Agreement and to confirm the following understandings:

1. REGULATIONS OF THE UNITED NATIONS UNDER PARAGRAPH 3 OF ARTICLE 6 OF THE AGREEMENT

It is the understanding of the Parties that the regulations to be issued by the United Nations under paragraph 3 of Article 6 will be those necessary for the conduct of its operations and activities in the execution of its mandate and to establish conditions necessary for the exercise of its functions and fulfilment of its purposes.

2. TURNOVER AND MINERAL OIL TAX

(a) It is the understanding of the Parties that the Federal Finance Office of the Federal Republic of Germany, in pursuance of paragraph 2 of Article 10 of the Agreement, shall, on request, reimburse to the UNV the amount of value added tax/turnover tax (Umsatzsteuer) paid in respect of supplies and services purchased from a taxable person for official use of the UNV, provided that the tax due exceeds 50 Deutsche Mark per invoice in the aggregate and the tax has been separately identified in the invoice. If the reimbursed value added tax/turnover tax (Umsatzsteuer) is subsequently reduced as a result of a review of the originally paid price for the supplies and services in question, the UNV shall inform the Federal Finance Office of such a reduction in price and shall subsequently return the balance of the previously reimbursed tax.

(b) Likewise the Federal Finance Office, in pursuance of paragraph 2 of Article 10 of the Agreement, shall, on request, also reimburse to the UNV the mineral oil tax for petrol, diesel and heating oil included in the price of purchases intended for official use of the UNV provided that the tax exceeds 50 Deutsche Mark per invoice in the aggregate.

3. GOODS AND SERVICES TRANSACTIONS

(a) It is the understanding of the Parties that if goods purchased in the European Union or imported from outside of the European Union by the UNV for its official use, for which the UNV was granted exemption from value added tax/turnover tax (Umsatzsteuer) or import turnover tax (Einfuhrumsatzsteuer) in accordance with Section 7(b) or Section 8 of Article II of the General Convention or paragraphs 2 and 3 of Article 10 of the Agreement, are sold, given away or otherwise disposed of to taxable persons, who have the full right of deduction, international organizations entitled to tax exemption, or to other entitled to tax exempt status benefiting entities, no value added tax/turnover tax (Umsatzsteuer) shall be paid. If goods referred to above are sold, given away or otherwise disposed of to persons and entities other than those referred to above, the part of the value added tax/turnover tax (Umsatzsteuer) which corresponds to the sales price or the current market value of such goods, as appropriate, shall be payable to the Federal Finance Office, as provided in paragraph 4 of Article 10 of the Agreement. It is further the understanding of the Parties that the amount of the tax due shall be determined on the basis of the tax rate applicable on the actual date of the transaction in question.

(b) The goods imported exempt from customs duties under the terms of Section 7(b) of Article II of the General Convention or paragraph 3 of Article 10 of the Agreement shall not be sold in the Federal Republic of Germany except with the consent of the Government and subject to the payment of the applicable customs duties.

4. MOTOR VEHICLES

It is the understanding of the Parties that the expression "furniture and effects" referred to in paragraph 1(g) of Article 14 of the Agreement shall include motor vehicles in the possession and use of officials at least six months before their first taking up their post in Germany. This shall also apply to leased vehicles if the officials prove by means of a leasing agreement that said agreement was made at least six months before their first taking up their post in Germany. Furniture and effects may be brought into Germany over a period of 12 months from the date on which the officials first take up their post. This may also be done in stages within that period. The six month requirement referred to above shall exceptionally be waived until six months after the formal relocation of UNV Headquarters to Bonn, Germany.

5. OFFICIALS OF P-4 LEVELS

It is the understanding of the Parties that in well-founded individual cases, the Federal Republic of Germany shall, on request, grant to officials of P-4 level whose functions justify it the same privileges, immunities and facilities as accorded to officials of P-5 level and above in accordance with paragraph 2 of Article 14 of the Agreement. Requests on the matter shall be submitted by the Executive Coordinator to the Federal Foreign Office.

6. UN VOLUNTEERS AT HEADQUARTERS

It is the understanding of the Parties that United Nations Volunteers may only be invited to UNV Headquarters in Germany for limited periods of time, normally not exceeding eight weeks, for the purposes of briefing, debriefing, training, or for annual leave purposes, and would not be used to perform ordinary staff functions at Headquarters.

7. LAISSEZ-PASSER FOR UN VOLUNTEERS

It is the understanding of the Parties that UN Volunteers will be issued with United Nations laissez-passer.

8. GENERAL CONSULTATIONS

It is the understanding of the Parties that if the Government enters into any agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to the United Nations under the present Agreement, either Party may ask for consultations as to whether such terms and conditions could be extended to the United Nations.

9. UNV RETIREES

Following retirement from active service with the UNV, after a number of years of UN service in Bonn and Geneva, officials of the UNV and members of their families forming part of their households (spouses, unmarried children under age 21 and other relatives dependent on them) shall, upon application, be issued with a residence permit, insofar as they are in a position to support themselves, including payment of health and care insurance contributions, in accordance with applicable German legislation.

If the United Nations agrees to the understandings contained in paragraph 1-9 above, this Note and your affirmative reply in writing shall constitute an Agreement between the Federal Republic of Germany and the United Nations regarding the above-referenced understandings which shall enter into force in accordance with Article 27 of the Headquarters Agreement.

Please accept, Mr. Administrator, the assurances of my highest consideration.

sgd. Eitel

Letter from Mr. James Gustave Speth, Administrator of the United Nations Development Programme, New York to H.E. Prof. Tono Eitel, Permanent Representative of Germany to the United Nations, New York

10 November 1995

Excellency,

I have the honour to acknowledge receipt of your Note of 10 November 1995, in which you confirm the understandings concerning the interpretation of certain provisions of the Agreement between the United Nations and the Federal Republic of Germany concerning the Headquarters of the United Nations Volunteers Programme signed on 10 November 1995, which reads as follows:

"I have the honour to refer, on the occasion of the signing of the Agreement between the Federal Republic of Germany and the United Nations concerning the Headquarters of the United Nations Volunteers Programme (hereinafter referred to as "the Agreement"), to the discussions held between the representatives of the Government of the Federal Republic of Germany and the representatives of the United Nations concerning the interpretation of certain provisions of the Agreement and to confirm the following understandings:

1. REGULATIONS OF THE UNITED NATIONS UNDER PARAGRAPH 3 OF ARTICLE 6 OF THE AGREEMENT

It is the understanding of the Parties that the regulations to be issued by the United Nations under paragraph 3 of Article 6 will be those necessary for the conduct of its operations and activities in the execution of its mandate and to establish conditions necessary for the exercise of its functions and fulfilment of its purposes.

2. TURNOVER AND MINERAL OIL TAX

(a) It is the understanding of the Parties that the Federal Finance Office of the Federal Republic of Germany, in pursuance of paragraph 2 of Article 10 of the Agreement, shall, on request, reimburse to the UNV the amount of value added tax/turnover tax (Umsatzsteuer) paid in respect of supplies and services purchased from a taxable person for official use of the UNV, provided that the tax due exceeds 50 Deutsche Mark per invoice in the aggregate and the tax has been separately identified in the invoice. If the reimbursed value added tax/turnover tax (Umsatzsteuer) is subsequently reduced as a result of a review of the originally paid price for the supplies and services in question, the UNV shall inform the Federal Finance Office of such a reduction in price and shall subsequently return the balance of the previously reimbursed tax.

(b) Likewise the Federal Finance Office, in pursuance of paragraph 2 of Article 10 of the Agreement, shall, on request, also reimburse to the UNV the mineral oil tax for petrol, diesel and heating oil included in the price of purchases intended for official use of the UNV provided that the tax exceeds 50 Deutsche Mark per invoice in the aggregate.

3. GOODS AND SERVICES TRANSACTIONS

(a) It is the understanding of the Parties that if goods purchased in the European Union or imported from outside of the European Union by the UNV for its official use, for which the UNV was granted exemption from value added tax/turnover tax (Umsatzsteuer) or import turnover tax (Einfuhrumsatzsteuer) in accordance with Section 7(b) or Section 8 of Article II of the General Convention or paragraphs 2 and 3 of Article 10 of the Agreement, are sold, given away or otherwise disposed of to taxable persons, who have the full right of deduction, international organizations entitled to tax exemption, or to other entitled to tax exempt status benefiting entities, no value added tax/turnover tax(Umsatzsteuer) shall be paid. If goods referred to above are sold, given away or otherwise disposed of to persons and entities other than those referred to above, the part of the value added tax/turnover tax (Umsatzsteuer) which corresponds to the sales price or the current market value of such goods, as appropriate, shall be payable to the Federal Finance Office, as provided in paragraph 4 of Article 10 of the Agreement. It is further the understanding of the Parties that the amount of the tax due shall be determined

on the basis of the tax rate applicable on the actual date of the transaction in question.

(b) The goods imported exempt from customs duties under the terms of Section 7(b) of Article II of the General Convention or paragraph 3 of Article 10 of the Agreement shall not be sold in the Federal Republic of Germany except with the consent of the Government and subject to the payment of the applicable customs duties.

4. MOTOR VEHICLES

It is the understanding of the Parties that the expression "furniture and effects" referred to in paragraph 1(g) of Article 14 of the Agreement shall include motor vehicles in the possession and use of officials at least six months before their first taking up their post in Germany. This shall also apply to leased vehicles if the officials prove by means of a leasing agreement that said agreement was made at least six months before their first taking up their post in Germany. Furniture and effects may be brought into Germany over a period of 12 months from the date on which the officials first take up their post. This may also be done in stages within that period. The six month requirement referred to above shall exceptionally be waived until six months after the formal relocation of UNV Headquarters to Bonn, Germany.

5. OFFICIALS OF P-4 LEVELS

It is the understanding of the Parties that in well-founded individual cases, the Federal Republic of Germany shall, on request, grant to officials of P-4 level whose functions justify it the same privileges, immunities and facilities as accorded to officials of P-5 level and above in accordance with paragraph 2 of Article 14 of the Agreement. Requests on the matter shall be submitted by the Executive Coordinator to the Federal Foreign Office.

6. UN VOLUNTEERS AT HEADQUARTERS

It is the understanding of the Parties that United Nations Volunteers may only be invited to UNV Headquarters in Germany for limited periods of time, normally not exceeding eight weeks, for the purposes of briefing, debriefing, training, or for annual leave purposes, and would not be used to perform ordinary staff functions at Headquarters.

7. LAISSEZ-PASSER FOR UN VOLUNTEERS

It is the understanding of the Parties that UN Volunteers will be issued with United Nations laissez-passer.

8. GENERAL CONSULTATIONS

It is the understanding of the Parties that if the Government enters into any agreement with an intergovernmental organization containing terms and conditions more favourable than those extended to the United Nations under the present Agreement, either Party may ask for consultations as to whether such terms and conditions could be extended to the United Nations.

9. UNV RETIREES

Following retirement from active service with the UNV, after a number of years of UN service in Bonn and Geneva, officials of the UNV and members of their families forming part of their households (spouses, unmarried children under age 21 and other relatives dependent on them) shall, upon application, be issued with a residence permit, insofar as they are in a position to support themselves, including payment of health and care insurance contributions, in accordance with applicable German legislation. If the United Nations agrees to the understandings contained in paragraph 1-9 above, this Note and your affirmative reply in writing shall constitute an Agreement between the Federal Republic of Germany and the United Nations regarding the above-referenced understandings which shall enter into force in accordance with Article 27 of the Headquarters Agreement."

In accordance with your request, I wish to confirm, on behalf of the United Nations, that the understandings set out in your Note fully correspond to the views of the United Nations on the subject, and that this exchange of Notes shall constitute an Agreement between the United Nations and the Federal Republic of

Germany regarding the above-referenced understandings which shall enter into force in accordance with Article 27 of the Headquarters Agreement.

Please accept, Excellency, the assurances of my highest consideration.

sgd. James Gustave Speth